

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1
2. CONTRACT		3. SOLICITATION NUMBER		4. TYPE OF <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED
7. ISSUED BY Naval Inventory Control Point – Mechanicsburg 5450 Carlisle Pike PO Box 2020 Mechanicsburg PA 17055-0788		CODE N00104		8. ADDRESS OFFER TO (If other than Item 7) Department of the Navy Naval Inventory Control Point – Mechanicsburg BID ROOM Contracting Department (Code 02), BLDG 410, BAY K-20 5450 Carlisle Pike, PO Box 2020 Mechanicsburg PA 17055-0788		

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in **ITEM 8**, or if hand carried, in the depository located in Bldg. 410, BID ROOM, Bay K-20, or uploaded electronically to the secure server located at: <https://bidroom.navsup.navy.mil/solicitations/submit>, until **2:00 p.m.** local time (Date).
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE (717)	NUMBER 605-	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)	
15B TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE	NUMBER	EXT.		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B**N00104-04-R-K094**

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 1377-00-293-8183 M365 Cartridge Impulse, MK 1 Mod 3 DL 276296				
0001AA	Technical Data – See DD Form 1423, Exhibit A	A/R	A/R	NSP	NSP
0001AB	First Article Test Samples 153 each – 150 each for test and 3 each for investigative purposes	153	EA	NSP	NSP
0001AC	Production Lot Test Samples 1 lot of 1,013 each net, plus an additional 83 each – 80 each for test and 3 each for investigative purposes.	83	EA	NSP	NSP
0001AD	Same as Item 0001 FY05 PAN MC (Spares) ACRN: Ownership Code: 5 (Navy)	507	EA		
0001AE	Same as Item 0001 FY05 PAN MC (Spares) ACRN: Ownership Code: 5 (Navy)	506	EA		
NOTES: 1. Information for using the Wide Area Workflow Receipt and Acceptance (WAWF-RA) electronic form to submit Material Inspection and Receiving Report (DD250) information is provided in Section H of this solicitation. 2. Use of WAWF-RA requires the vendor to self-register at the following website: https://wawf.eb.mil . Vendor training is available on the Internet at: http://wawftraining.com 3. Additional documentation may be attached to the electronic invoice in WAWF.					

>> Check here if the following statement applies: If Awarded the contract, I do NOT want the contract unit price(s) released.

FOR INFORMATION PURPOSES ONLY**CONTRACT HISTORY**

CONTRACTOR	AWARD DATE	QUANTITY	TOTAL CONTRACT PRICE
QTK, Inc.	July 2003	713 each	\$57,703.09
QTK, Inc.	December 2001	3,880 each	\$307,296.00

NOTE: This information is the best information currently available. **DO NOT** prepare your proposal solely on the information provided above. The offeror acknowledges that by providing this data the Government assumes no responsibility for its accuracy or for any conclusions or interpretations made by the offeror. The data is provided solely for informational purposes and should not be relied upon as the basis for preparation of an offer. Additional price history requests must be submitted under the Freedom of Information Act.

SECTION C - DESCRIPTION AND SPECIFICATIONS

NOTE 1: NON-ANTICIPATION OF INITIAL WAIVERS AND DEVIATIONS ON AWARDS Offerors are reminded that any resultant contract will require performance in strict compliance with the specifications set forth therein, and that prices offered should not be predicated upon contractor anticipation of government authorization of waivers or deviations, even though such waivers and/or deviations may have been granted previously under other contracts for the same item.

NOTE 2: SPECIFICATIONS THAT DO NOT INDICATE SPECIFIC REVISION LEVELS ARE TO BE MADE TO THE REVISION LEVELS LISTED ON THE DODISS IN EFFECT AT THE TIME OF SOLICITATION ISSUANCE.

1. DATA LIST / PART NUMBERS / DRAWING NUMBERS:

CLIN	DATA LIST / PART OR DRAWING NUMBERS	REVISION	DATE OF REVISION
0001	DL 276296	M	12 AUG 1999

EXCEPTIONS:

- 1) Exception to DL276296 (Approved ECP 995220E044): Drawing 1558439 Rev E is replaced by Rev F.
- 2) Request for Deviation (RFD) No. FY04-D063:
 - a) DL276296 (Cartridge, Impulse, Mk 1 Mod 3)
 - 1) NAVAIR Dwg No. 736783 (Propellant) – Eliminate from DL276296 as it is not used in the MK 1 Mod 3 Impulse Cartridge. It was inadvertently added to the DL during Revision L. The correct propellant drawing is BUWEPD Dwg. No. 553452 that is listed on the DL.
 - 2) DL838AS116 (Test Fixture) and NAVAIR Dwg. No. 838AS116 (Test Fixture Assembly) – Remove from DL276296. Subject test fixture is not used to perform lot acceptance testing of the MK 1 Mod 3 Impulse Cartridge.
 - b) BUORD Dwg. No. 561986 (1" Cartridge (BB EJCTR) Cartridge Container): No specifications were listed for the packaging materials. The can should be per MIL-C-10464 (Cans, Hermetic Sealing, Metal, Light Gage, Tear-Strip Type) except as noted on BUORD Dwg. No. 243891. The liner is to be per A-A-1051 (Paperboard, Wrapping and Cushioning), Type I or Type II. The pad is to be per ASTM D4727 (Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shapes), Type CF, Weather Resistant, Variety SW, Grade Optional. The stencil link should be in accordance with MIL-STD-129.

2. SPECIFICATIONS:

CLIN	SPECIFICATIONS	REVISION	DATE OF REVISION
0001	MIL-C-18653B Notice 2	B	10 July 1999
	MIL-C-18653B Notice 1	B	15 April 1987
	MIL-C-18653 Amend 1	B	03 May 1962
	MIL-C-18653B	B	01 March 1961

SECTION C - CONFIGURATION CONTROL - MIL-STD-973 (NAVY STOCK CLASS 1377 AMMO) (MAY 2004)

1. Any Engineering Change Proposal, Any Request for a Deviation or Request for Waiver affecting an item being procured under this contract shall be in accordance with MIL-STD-973 and any subsequent modification thereof superseding document ordered, shall be in writing, by the Contracting Officer, Naval Inventory Control Point. If any such modification or superseding document affects the cost of Performance of this contract, an equitable adjustment shall be made in the contract price in accordance with the provisions of "Changes" clause of this contract. ECP content shall be in accordance with Appendix D of MIL-STD-973 and Deviation and/or Waiver content shall be in accordance with Appendix E of MIL-STD-973.

2. The contractor's assigned Deviation and/or Waiver number as referenced in Appendix E of MIL-STD-973 shall consist of the following numbering formulations:

- a. The last four alpha-numeric characters of the contract number followed by a dash (-).
- b. The letter "D" (deviations) or "W" (waivers), as applicable, followed by consecutively assigned numeric characters beginning with 001.

3. The contractor shall submit an advance copy of any ECP, Request for Deviation or Waiver to the activity below:

COMMANDER IHDIV, NSWC
 CODE 5310L (J. COULBY)
 101 STRAUSS AVENUE BLDG 1557
 INDIAN HEAD MD 20640-5035

4. The contractor shall submit an original and three (3) copies of each ECP, Request for Deviation or Waiver to the Contract Administration Office (CAO) for distribution as delineated in paragraph 8. below:
5. All ECPs, Requests for Deviations or Waivers shall be approved/disapproved by the Contracting Officer, NAVICP-Mechanicsburg.
6. Technical approval authority for waivers, deviations and ECP's is IHDIV, NSWC, CODE 5220, 101 STRAUSS AVENUE, INDIAN HEAD, MD 20640-5035, (301) 744-2330.
7. Authorization for the CAO to accept nonconforming supplies as delineated in paragraph 5.4.8.3.5 and 5.4.8.4.5 of MIL-STD-973 is specifically withheld.
8. The Adminstrating Contracting Officer will distribute the request as follows:

Original and two: NAVAL INVENTORY CONTROL POINT
 CONTRACTING OFFICER Bldg 410 Code 0242
 5450 CARLISLE PIKE PO BOX 2020
 MECHANICSBURG PA 17055-0788

One: COMMANDER IHDIV NSWC
 Code 5310L (J. COULBY)
 101 STRAUSS AVENUE BLDG 1557
 INDIAN HEAD MD 20640-5035

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003)

- (a) **Definition.:** "*SPI process*," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at:
<http://www.dema.mil/onebook/7.0/7.2./7.2.6/reports/modified.xls>.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall-
- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
 - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards: (*Offeror insert information for each SPI process*)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror-
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;
 - but (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

SECTION D - PACKAGING AND MARKING (MAY 2004)

1. Packaging and packing for production lots, first article samples and lot acceptance samples shall be IAW the following by item:

CLIN	QUP	IAW
0001AB-AE	26	Paragraphs 5.1.1 and 5.2.1 of Specification MIL-C-18653B (Level A Packaging)

2. Marking shall be applied IAW the applicable provisions of MIL-STD-129.

- a. At a minimum, inner container markings for CLIN 0001 shall include:

National Stock Number and (DoD) Code: (see Section "B" for applicable CLIN)

Item Nomenclature: (see Section "B" for applicable CLIN)

Item Assembly Drawing Number: (see Section "B" for applicable CLIN)

Quantity: **Twenty Six (26)**

Lot Number: IAW MIL-STD-1168

Serial Number: Required () N/A (X)

- b. At a minimum, outer container markings for CLIN 0001 shall include:

National Stock Number and (DoD) Code: (see Section "B" for applicable CLIN)

Item Nomenclature: (see section "B" for applicable CLIN)

Item Assembly Drawing Number: (see Section "B" for applicable CLIN)

Quantity: As Applicable

Lot Number: IAW MIL-STD-1168

Serial Number: Required () N/A (X)

Gross Weight and Cube: **As Applicable**

DoD Contract Number: **As Applicable**

POP Markings: (see Section "D" – Packaging & Marking paragraph 3 – **below**.)

UN Proper Shipping Name, UN Number, Hazard Class, Compatibility Code, Net Explosive Weight, and EX Number: (see **TABLE 1 below for applicable CLIN**)

CAA: USG DOT 'EX NUMBER' (see **TABLE 1 EX NUMBER COLUMN below for applicable CLIN**)

TABLE 1: United Nations Shipping / Storage Information						
CLIN NUM	UN PROPER SHIPPING NAME	UN NUMBE R	HAZARD CLASS	COMPA. CODE	NET EXPLOSIVE WT (lbs)	EX NUMBER
0001	Cartridges, Power Device	0276	1.4	C	0.063300	8810224

3. THE **CONTRACTOR SHALL PERFORM TESTING AND SHALL ACQUIRE DATA NECESSARY TO SUPPORT COMPLIANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) REQUIREMENTS OF HAZARDOUS MATERIALS AS DEFINED IN TITLE 49, CODE OF FEDERAL REGULATIONS (CFR), THE INTERNATIONAL MARITIME ORGANIZATION'S INTERNATIONAL MARITIME DANGEROUS GOODS (IMDG) CODE, AND THE INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) TECHNICAL INSTRUCTIONS FOR THE SAFE TRANSPORT OF HAZARDOUS GOODS. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D4919, TESTING OF HAZARDOUS MATERIAL PACKAGING. THE CONTRACTOR SHALL PREPARE AND MAINTAIN A POP TEST REPORT IN ACCORDANCE WITH DI-PACK-81059. THE POP TEST REPORT SHALL BE MADE AVAILABLE TO THE GOVERNMENT UPON REQUEST. FOR TECHNICAL INFORMATION ON POP CONTACT IH DIV, NSW, CODE 5220K, BLDG 1557 101 STRAUSS AVENUE, INDIAN HEAD, MD 20640-5035, (301) 744-2344.**

4. **BARCODE LABELS.** Bar-coded markings shall be applied to ammunition containers and units loads in accordance with the following, providing coded elements of data that can be read and interpreted by automatic bar code reading devices (scanners). Labels used shall meet the requirements for a Grade A, Style 2, Composition (b) label as specified in MIL-PRF-61002 except that solvent and detergent resistance is not required. The bar code symbology and human readable information (HRI) that are to be applied shall be the standard DOD symbology as described in AIM-BC1. AIM-BC1 is a document published by AIM USA and maybe obtained directly from AIM USA 634 Alpha Drive, Pittsburgh, PA 15328. The bar code shall be printed in accordance with AIM-BC1 except that the bar code density shall be from medium to high density (ie from 5.2 to 9.4 characters per inch). Mark the packaging with two barcodes:

- a. **NIIN LABEL.** The nine-digit National Item Identification Number (NIIN), Ownership Code, and Material Condition Code shall be encoded as single "message". See Figure D.4.a.1. The NIIN shall be encoded without the dashes. A space (encoded) shall be placed between the NIIN and the Ownership Code and between the Owner Code and the Material Condition Code. Ownership code is listed in section B for each CLIN. Material Condition Code for ammunition lots for service use shall be in accordance with MIL-HDBK-129 Table V. Material Condition Code for LAT/FAT units shall be "D".

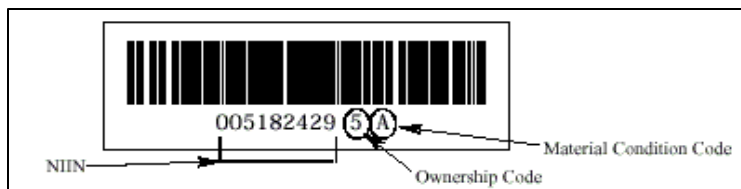


FIGURE D.4.a.1

b. LOT NUMBER LABEL. The Ammunition Lot Number (ALN), Maintenance Due Date (MDD) and quantity shall be encoded as a single "message". See Figure D.4.b.1. The ALN shall be encoded with the dashes. A space (encoded) shall be placed between the ALN and the MDD and between the MDD and quantity. The MDD or Expiration Date shall be a 4-digit data element representing the month (01 through 12) and the last two digits of the year. MDD date is calculated by adding the shelf life of the CLIN to the month and year of production of the ammunition lot.

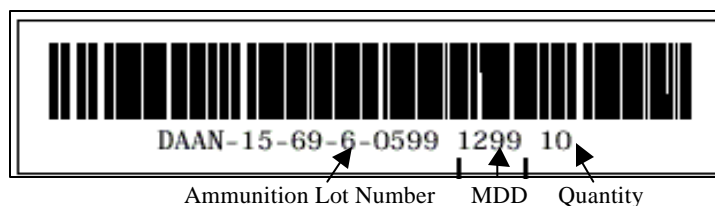


FIGURE D.4.b.1

NOTE: The shelf life for CLIN 0001 is 26 years and 0 months.

5. Traceable Seals for shipping containers:

a. Traceable seals are required for delivery of all "ready to issue" (condition code A, B, C, or N) or "pending acceptance" (condition code D) ammunition and ordnance items, including inert configuration items. Traceable seals provide an indication of security and certification of material serviceability and apply to more than just hazardous materials.

b. The contractor shall ensure traceable seals are properly affixed in accordance with these requirements:

1. Traceable seals are applied to each shipping and storage container at the time of packaging. The shipping container will normally be the outer container.
2. WIRE SEALS: A wire seal is a wire length with a lead or aluminum disk or pellet which is crimped or crushed using a die which imprints a "U.S." symbol on the disk/pellet. Wire seals are applied to containers having provisions or means for application of wire seals, e.g., metal containers, drums, or cradles and wood boxes with hinged covers and/or latches.
3. LABEL SEALS: A label seal is a nonmetallic label with a pressure sensitive backing and which is printed or stamped with a "U.S." symbol. Label seals are applied to containers which do not have provisions or means for application of wire seals, e.g., fiberboard or wood boxes without hasps or latches.
4. Label seals shall be applied such that the label must be cut or defaced in order to open a container. Adhesives shall adhere well enough to prevent peeling during shipping conditions and well enough to prevent lifting and replacement of the label. Particular consideration shall be given to label seals required to adhere to wood and fiberboard surfaces.

6. Restrictions Involving Non-Manufactured Wood Packaging (NMWP) and Pallets (per Defense Logistics Agency Directive subpart 47.305-1(c)(90): "All wooden pallets and wood containers produced of non-manufactured wood shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations, both dated May 30, 2001."

SECTION D - MIL-STD-1168 - AMMUNITION LOT NUMBERING

Ammunition lot numbering shall be in accordance with MIL-STD-1168. The applicable lot interfix series number will be furnished in the signed contract.

*Lot number formulation shall consist of the following:

- (1) The contractor symbol: Only approved symbol is to be used. Requests for approval of marking symbol are to be submitted in accordance with MIL-STD-1461, via the Government Inspector.
- (2) The year and the alpha code designating the month in which final assembly for end item of the representative lot begins.
- (3) The assigned lot interfix number.
- (4) The sequence number shall be consecutive for each production lot manufactured under this contract.
- (5) Serialization of sub-assembly or end item under this contract shall begin with the number "1" and be consecutively numbered for each new lot manufactured. MIL-STD-1168 paragraph 3.33's last sentence, "Serial numbers shall not be repeated on the same part number item regardless of changes in lot numbers," is not applicable to this contract.

SECTION D – PALLETIZATION (MAY 2004)

Items for shipment shall be Palletized in accordance with MIL-STD-1322 / MIL-STD-1322-1000 with the following **Exceptions**: (1) Items shall be palletized on Mark 3 Mod 0 pallets conforming to the requirements of MIL-P-23312. and (2) Edge protectors shall be used under all strapping.

252.211-7004 ALTERNATE PRESERVATION, PACKAGING, AND PACKING (DEC 1991)

SECTION E - INSPECTION AND ACCEPTANCE (NON-MAN-RATED ITEMS) (MAY 2004)

1. The Contractor shall provide and maintain a quality program acceptable to the Government and modeled on ISO 9001:2000 or an equivalent quality system. **IF other than ISO 9001:2000** - the offer shall indicate the quality system proposed along with how it is equivalent, under separate letter submitted with your offer.

ISO 9001:2000

Other

2. Radiographic equipment and procedures shall meet the standards stipulated in specification ASTM E1742.

3. Radiographic operators shall meet the standards stipulated in specification NAS 410.

4. The Contractor shall submit radiographic film as marked (X) below:

X-RAYS (per ASTM E1742)	N-RAYS (per ASTM E748)	Sample / LOT Description
		First Article Sample
		LOT Acceptance Test Samples
*		Production Lot Units

* Radiographs for Production Lot Units are not required **unless** defects are noted during the Lot Acceptance Test (LAT). When defects are noted during LAT, the Government reserves the right to require 100% radiographic inspection of the suspect lot at the Contractor's expense. These radiographs shall be submitted as specified in paragraphs 5 – 12 below.

5. In order to fulfill contractual requirements, the Contractor must submit acceptable radiographs. Radiographs not conforming to the requirements specified in Section E – Inspection and Acceptance will not be reviewed by IHDIV, NSWC. Disposition of non-conforming radiographs will be by mutual agreement of the parties.

6. Radiographic test technique and sample plate for X-rays and N-rays, as applicable shall be submitted to and approved by the activity cited in paragraph 11, 45 days before LAT submission. Test technique information for **X-rays** is specified in section 6 of ASTM E1742 in accordance with DD 1423 sequence number **A001**. The radiographic sample plate shall display an adequate number of units. Units shall be positioned on the radiographic plate at the areas of minimum and maximum geometric distortion. Sample Plate film shall be of the same size and type as used for the production lot. Film densities below 1.5 are permitted when agreed upon between the cognizant engineering organization and the NDT facility.

7. Written approval of the sample plate shall be received prior to performing radiographic inspection of the production lot units. The Contractor shall then follow the approved technique to produce subsequent radiographs with the same quality as the approved sample plate. Any change in the approved radiographic technique requires submittal and approval of a new radiographic sample plate at the Contractor's expense.

8. An acceptable radiographic sample plate is required for each line item on every contract.

9. When submitting the radiographic film, the Contractor shall also submit a report of radiographic inspection. This report shall clearly indicate the units subjected to radiographic inspection by the following data:

Item Nomenclature and DODIC

Government drawing or part number

Complete lot number

Span of serial numbers displayed

Complete contract number

Nonconforming units by serial number

Any units found to be nonconforming shall be clearly identified. The specific nature of the non-conformance shall be cited, i.e., minor, major, critical, as well as any assignable cause or analysis related to the occurrence. The Inspection report shall include specific verifications performed, i.e. explosive train free of gaps, voids, and cracks; all charges and components present; etc.

10. When undergoing radiographic inspection, each unit in the sample or lot shall be permanently serialized in consecutive numerical order beginning with the number "001" before radiographic inspection. The numbering shall be from left to right, top to bottom with the first item on the left of each row having the lowest serial number. All units shall be arranged on trays or boards in consecutive numerical order. Radiographs shall reveal internal components. This may require using various techniques, which may include multiple film loading or additional orientation of unit(s). Any discontinuities in the serial numbers displayed shall be clearly marked on the representative radiographic plate. Specific reasons for the missing serial number(s) and all rejects from the Contractor and QAR inspections prior to radiographic inspection shall be recorded on the radiographic inspection report as described in paragraph 9 and forwarded with the LAT sample. Duplicate serial numbers shall never be used within a production lot. Row-unit-quantities shall be consistent except the ending row of the production lot, which may vary. In addition, serial numbers shall appear at the end of each row when more than 100 units appear on one X-ray film sheet; these serial numbers may appear on tape and be affixed to the X-ray film.

11. This radiographic film shall be shipped prepaid. The radiographic film may be sent prior to or concurrently with the first article or lot acceptance test samples, under separate cover, to the activity shown below:

COMMANDER IH DIV, NSW
CODE 5310L (J. COULBY)
101 STRAUSS AVENUE BLDG 1557
INDIAN HEAD MD 20640-5035

12. The Government shall retain all radiographic film. All radiographic plates shall display a permanent identification of the following information:

- Item Nomenclature and DODIC
- Government Drawing or Part Number
- Complete Lot Number
- Span of Serial Numbers Displayed
- Complete Contract Number

13. The production lot shall be held at the Contractor's plant until the Contracting Officer regarding the disposition of the production lot(s) issues written notification. This follows completion of the Lot Acceptance Testing and review of the production lot radiographs (if required) by NSW, Indian Head.

14. All documentation, i.e., packing slip, invoice, DD 250, etc., accompanying the radiographic film shall clearly indicate, as a minimum, the following information:

- Contract Number
- Item Nomenclature
- National Stock Number (NSN)
- Department of Defense Identification Code (DODIC)
- Lot Number

15. Due to the critical nature and safety application of these items, the Contractor and the QAR are cautioned that it is mandatory to assure the correct identification and nomenclature are assigned for all item and shipping containers prior to shipment.

SECTION E - PRODUCTION LOT TEST SAMPLES (NSWC TESTING) (MAY 2004)

1. Test samples are required from each production lot. A production lot shall consist of: Net deliverable quantity, plus additional units for Lot Acceptance Test, in accordance with Section B. The performance, tests, and/or other characteristics, which the sample units must meet, shall be in accordance with the requirements of Section C of this contract.

2. **Delivery:** The production lots must be manufactured and presented to the Government Quality Assurance Representative (QAR) with all applicable documentation. The documentation (DD 250's, and DD 1650's) accompanying the production lot test samples shall contain the contract number, item, lot number identification, DODIC, NSN, and serial numbers (if applicable). The presentation of the lot shall be in time for the QAR to select the production test samples on or before the scheduled delivery date for production units specified in Section F of the contract. The samples shall be selected, at random, from each production lot, by the Government's QAR.

NOTE 1: The manufacture and presentation of the proper number of production units to the QAR for selection of LAT samples will be considered as meeting the contract delivery schedule.

NOTE 2: Sample units removed for testing from different lots shall not be commingled.

3. After the selection of the production lot samples, the samples shall be furnished and shipped by the Contractor to the testing activity set forth in paragraph 5 at no additional charge to the Government.

4. The following activity will conduct production lot testing: **Indian Head Division Naval Surface Warfare Center.**

5. The production lot test samples shall not be considered received until all data necessary to evaluate the samples is received. This data includes, but is not limited to, radiographic requirements specified in Section E - Inspection and Acceptance, DD Form 1650, and DD Form 250.

6. **Disposition of Production Lot Test Samples:** Units submitted for Production Lot Testing are subject to destructive testing. These units cannot be used to meet fleet support requirements. Samples tested will not be returned to the Contractor. However, in the event there is a failure, or samples are rejected for some other reason, the Contractor may request the return of units not destroyed during testing and/or residual material for disposition/examination. The written request to return rejected units/material shall be received by the Contracting Officer, with a concurrent copy to the testing activity, within fifteen (15) days after notification of rejection. Units/material will be returned at the Contractor's expense.

7. All other contractual requirements, such as acceptance, shipment, and payment will not be accomplished until the production lot test samples have been tested, approved, and released for service use. The Contractor shall not make shipment of the production lot until receipt of written notification of approval.

8. The only valid and contractually binding notification of production lot approval, conditional approval, or disapproval shall be in writing and issued by the Contracting Officer. This notification shall be made to the Contractor within sixty (60) calendar days after receipt of the production lot test samples and all necessary data by the Government Testing Activity. Upon receipt of written notice accepting a production lot, shipment shall be made as soon as possible and no later than fifteen (15) calendar days after receipt of such notice.

9. The notice of approval or conditional approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract.

10. A notice of conditional approval shall state any further action required of the Contractor. In the event the test sample fails to meet the requirements of the specification or drawing, the contractor may be required by the contracting officer to submit a failure analysis and corrective action report (DD Form 1423, sequence number, **A002**).
11. A notice of disapproval shall cite reasons for such. If any production lot test sample(s) is disapproved by the Government, the Contractor may be required, at the option of the Government, to submit an additional production lot test sample(s) for test. After each notification by the Government to submit an additional production lot test sample(s), the Contractor shall - at no additional cost to the Government - make any necessary changes, modifications, or repairs to the production lot or the Government QAR may be required to select another test sample for testing. Such additional test sample(s) shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample(s) within sixty (60) calendar days after receipt. The cost of each additional approval test required due to contractor causes, and all costs related to such test(s) shall be borne by the Contractor. **Retest Cost for Item 0001 is: \$10,683 per lot (NOTE: Test costs are based on actual rates in effect at the time of issuance of the solicitation. In the event of a test failure, actual cost at the time of retest will be assessed.)** In the event the Government requires resubmission of production lot test sample(s), the Contracting Officer will equitably adjust the delivery schedule of the contract for only the lot represented by such samples. The Government reserves the right to require an equitable decrease of the contract price for any extension of the delivery schedule necessitated by additional tests.
12. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor may be deemed to have failed to make delivery within the meaning of "Default" clause of this contract, and this contract may be subject to termination for default. However, failure of the Government to terminate this contract for default shall not relieve the Contractor of the responsibility to meet the delivery schedule for production quantities.
13. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified above, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates and/or the contract price, and any other contractual provision affected by such delay, in accordance with the procedures provided in the "Changes-Fixed Price" clause. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".
14. Acceptance of the production lot(s) shall be the responsibility of the cognizant DCMA representative. Acceptance may only be made after lot test approval has been issued by the Contracting Officer.

SECTION E - AMMUNITION DATA CARDS AND MATERIAL INSPECTION AND RECEIVING REPORT

1. Under the direction of MIL-STD-1168, the Contractor shall furnish DD 1650 Ammunition Data Cards (ADC) for each shipment (test and production) as generated from Ammunition Lot Record and Malfunction System (ALRAM) or Worldwide Ammunition-data Repository Program (WARP). Preparation instructions are found in DI-MISC-80043 and Government furnished software, [see NOTES below](#). For either system, the contractor shall furnish a printout of the DD 1650 signed in blue ink to the address indicated in paragraph 3, for either system. In addition, ALRAM requires submission of a data diskette to the address listed in paragraph 3. All components and subassemblies shall be listed on the DD 1650 (Block 23) per DI-MISC-80043, paragraph 3, in accordance with DD 1423 sequence number **A003** .
- NOTE 1: ALRAM** - alram1.exe, MIL-STD-1168 (MIL1168B.pdf) and DI-MISC-80043 (MIL1168B.pdf) are contained in file named: [alram2.zip](#). To access this file, click on the drawing link next to any solicitation listed on the Virtual Bidroom Solicitation webpage. Upon opening the file, it must be saved to the user's computer.
- NOTE 2: WARP** - Contractor can apply for access to the Army Electronic Product Support (AEPS) website at <http://aeeps.ria.army.mil> by choosing Access Request Form. The WARP User Manual is available on the WARP Homepage in AEPS.
2. Lot numbers for all explosive components and explosive subassemblies shall be in accordance with MIL-STD-1168, Ammunition Lot Numbering and included in Block 23 of DD 1650.
3. Explosive Configuration Item subassembly DD 1650 shall be submitted under one of the following conditions;
- a. A different manufacturer supplies explosive subassembly to be assembled into end item device, or
 - b. Contractor manufactures large quantities of explosive subassemblies to be assembled into more than one lot of end item devices.
- Contractor shall finish explosive subassembly DD 1650 printout and data diskette to:
- COMMANDER IHDI, NSWC
CODE 5310L (J. COULBY)
101 STRAUSS AVENUE BLDG 1557
INDIAN HEAD MD 20640-5035
- Subassembly DD 1650 shall be furnished only once for each new subassembly lot of material. End item shipment shall not contain subassembly DD 1650 printout copies.
4. In accordance with the DFAR clause at 252.246-7000, Material Inspection and Receiving Report, the Contractor shall furnish DD 250 Material Inspection and Receiving Report at the time of each delivery (test and production). Preparation instructions are found in the DFAR Supplement Appendix F.
- If the date cited in Block 3 of the DD 250 is an estimated "ship date", the Contractor shall make distribution of a corrected DD 250 indicating the "actual ship date" within 24 hours after actual shipment.

The following additional data shall be furnished on the DD 250:

- a. Complete lot number, lot expiration date (month and year), and shelf-life of the item.

Example - (As it should appear on the DD 250): XYZ90A001-001 (January 1996)
Shelf Life: 6 Years

Note: Shelf life is provided in Section D – Packaging and Marking paragraph 4.b.

- b. Total lot size (consists of net, test, and investigative).
c. Serial numbers of units shipped to consignee.
d. Net quantity shipped to destination.
1) Item quantity shipped to consignee
2) Total item quantity shipped to consignee
3) Item quantity due consignee

5. The contractor shall make distribution of the DD Form 1650 hardcopy and DD Form 250 in accordance with the information provided in Section H no later than 24 hours after shipment. When Item 0001, 0002, etc. is indicated under the designator, the Contractor shall furnish all shipping documents for all subclins under that line item.

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) (NAVICP REVIEW FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror indicate its selection by checking the appropriate block.)

Title Number

Date

Tailoring

ISO-9001:2000

Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards

(NOTE: When checked, quality/inspection plan subject to Navy review and approval.)

NAVICPEA04 INSPECTION, ACCEPTANCE, AND PLACE OF PACKAGING (NAVICP-M) (JAN 1993)

Supplies furnished hereunder Shall be: Inspected at **(X)** Contractor's and/or Subcontractor's plant or () Destination.

Acceptance Shall be: at **(X)** Contractor's and/or Subcontractor's plant or () Destination.

If supplies will be packaged at a location different from the offeror address indicated on the solicitation, the offeror shall provide the name and street address of the packaging location:

Packaging House

Address

SECTION F - DELIVERIES OR PERFORMANCE (MAY 2004)

Unless otherwise indicated in this contract, accelerated delivery is desirable and acceptable. The addresses for the activities designated to receive supplies are listed below:

LINE / SUBLINE ITEM AND QTY	SHIP TO:	MARK FOR:
0001AB (FAT) 153 each	N00174 Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	FIRST ARTICLE TEST SAMPLES Explosive Scales (BLDG 1104) ATTN: CAD Test, Code 320
0001AC (LAT) 83 each	N00174 Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	LOT ACCEPTANCE TEST SAMPLES Explosive Scales (BLDG 1104) ATTN: CAD Test, Code 320
0001AD 507 each	N00174 Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	Navy Stock & Issue (Cog 2E) PAN MC FY05 (SPARES)
0001AE 506 each	N47618 Receiving Officer NAVWPNSTA Seal Beach, Det. Fallbrook 700 Ammunition Road Fallbrook, CA 92028-3187	Navy Stock & Issue (Cog 2E) PAN MC FY05 (SPARES) Code N42K4B

NOTE: The above mark for (M/F) information is to be noted on the DD 250 (Block 14) or WAWF-RA for each applicable subline item.

NAVICPFA01 NOTICE REGARDING F.O.B. POINT (NAVICP-M) (JAN 1993)

Offers/Bids submitted on an F.O.B. basis other than that required by the Solicitation.

() shall be rejected as non-responsive.

(X) may be rejected as unacceptable.

52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-29	F.O.B. ORIGIN (JUN 1988)
52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY (APR 1984)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUNE 2003)
52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS (APR 1984)
52.247-61	F.O.B. ORIGIN--MINIMUM SIZE OF SHIPMENTS (APR 1984)

52.211-8 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

		REQUIRED DELIVERY SCHEDULE
ITEM	QUANTITY	DAYS
0001AB (FAT)	153 each	120 days after date of contract
Government notification of approval of FAT		90 days after receipt of FAT at test facility
0001AC	507 each	150 days after Government approval of FAT*
0001AD	506 each	150 days after Government approval of FAT*

*If the requirement for First Article test is waived, delivery will be 150 days after date of contract.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

		OFFERORS PROPOSED DELIVERY SCHEDULE
ITEM	QUANTITY	DAYS
0001AB (FAT)	153 each	
Government notification of approval of FAT		90 days after receipt of FAT at test facility
0001AC	507 each	
0001AD	506 each	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer may be considered non-responsive and rejected.

SECTION G – ACCOUNTING DATA

Accounting data will be cited at time of award.

SECTION H - SPECIAL DISTRIBUTION (MAY 2004)

NOTE 1: Use of the Wide Area Work Flow Receipt and Acceptance (WAWF-RA) electronic form fulfills the requirement for a Material Inspection and Receiving Report (DD Form 250). See clause 252.246-7000 Material Inspection and Receiving Report (March 2003).

NOTE 2: When using WAWF-RA to submit Contract Data Requirements List (CDRL) data and "Not Separately Priced" items, the following information shall be listed in the "Comments" field of the WAWF electronic form: *Shipping company, shipment tracking number, and date shipped.*

DD250s or WAWF-RA documents accompanying the shipment are to be attached as follows (**Type of Shipment** - Location):

Carload or truckload - Affix to the shipment where it will be readily visible and available upon request.

Less than carload or truckload - Affix to container number one or container bearing lowest number.

Mail, including parcel post - Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.

KEY:	* = Hard Copy	** = Provisional for LATs Only	S = Include all other shipping documents
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SECTION H/I

12

DD1650	DD250	GBL	DESIGNATOR/CLIN	DESIGNEE
1*	1	S	0001	CONTRACT ADMINISTRATION OFFICE (DCMA)
1*	1	S	0001	GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE
	1		0001	TRANSPORTATION OFFICE ISSUING GBL (<i>ATTACH TO GBL MEMORANDUM COPY</i>)
1* 1*	1	S	0001 0001	COMMANDER IHDIV, NSWC 101 STRAUSS AVENUE BLDG 1557 INDIAN HEAD MD 20640-5035 CODE: 5310L CODE: 5220N
	1	S	0001	COMMANDER NAVAL INVENTORY CONTROL POINT ATTN: CODE 0242 BLDG 410 5450 CARLISLE PIKE PO BOX 2020 MECHANICSBURG PA 17055-0788
1			0001	COMMANDER US ARMY MUNITIONS & ARMAMENTS COMMAND ATTN: AMSOS-PBQ 1 ROCK ISLAND ARSENAL ROCK ISLAND IL 61299-6000
	1		0001AD-AE	COMMANDER NAVAL AMMUNITIONS LOGISTICS CENTER CODE 4314 5450 CARLISLE PIKE PO BOX 2011 MECHANICSBURG PA 17055-7035
	1*		0001AE	NWS SEAL BEACH DETACHMENT FALLBROOK CODE N42K4B 700 AMMUNITION ROAD FALLBROOK, CA 92028-3187
1*	1		0001	CONSIGNEE

SECTION I

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far>

<http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm>

<http://farsite.hill.af.mil/VFDFARa.htm>

- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (SEP 2000)
- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (APR 2002)
- 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (DEC 2003)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-3 PATENT INDEMNITY (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENTS (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2003)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-1 DISPUTES (JUL 2002)

52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)
52.242-12	REPORT OF SHIPMENT (REPSHIP) (JUN 2003)
52.243-1	CHANGES--FIXED PRICE (AUG 1987)
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)
52.248-1	VALUE ENGINEERING (FEB 2000) (X) ALT III (APR 1984)
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
252.227-7013	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
252.227-7030	TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.242-7000	POST-AWARD CONFERENCE (DEC 1991)
252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.245-7001	REPORT OF GOVERNMENT PROPERTY (MAY 1994)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)
252.246-7001	WARRANTY OF DATA (DEC 1991)

52.209-4 FIRST ARTICLE APPROVAL – GOVERNMENT TESTING ALT I (MAY 2004)

(a) The Contractor shall deliver **153 units** of Item 0001 **within 120 calendar days** from the date of this contract to the Government at the address indicated in [Section F](#) for First Article Test. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract. (See Section C, Descript/Specs)

(b) Within **90 calendar days** after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor -

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility and shall submit a certification to this effect with each first article.

ADDITIONAL REQUIREMENT FOR FIRST ARTICLE APPROVAL

1. The first article test samples shall not be considered received until all data necessary to evaluate the samples is received, such as: radiographic requirements specified in Section E-Inspection and Acceptance, DD 1650, and DD 250.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "*Small business concern*," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered non-responsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert "*NONE*")

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition: "*Ozone-depleting substance*," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as --

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows: Warning: Contains (or manufactured with, if applicable) * , a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. * *The Contractor shall insert the name of the substance(s).*

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "*Hazardous material*," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (*If none, insert "NONE"*)

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) Definition: "*Ammunition and explosives*," as used in this clause:

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and
- (vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system:

- (i) Inert components containing no explosives, propellants, or pyrotechnics;
- (ii) Flammable liquids;
- (iii) Acids;
- (iv) Oxidizers;
- (v) Powdered metals; or
- (vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M, hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliance unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliance.

- (3) If the Contractor refuses or fails to correct noncompliance within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.
- (4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.
- (5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.
- (d) **Mishaps:** If a mishap involving ammunition or explosives occurs, the Contractor shall:
- (1) Notify the Contracting Officer immediately;
 - (2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and
 - (3) Submit a written report to the Contracting Officer.
- (e) Contractor responsibility for safety.
- (1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of:
 - (i) The Contractor's personnel and property;
 - (ii) The Government's personnel and property; or
 - (iii) The general public.
 - (2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.
- (f) Contractor responsibility for contract performance.
- (1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.
 - (2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.
- (g) Subcontractors.
- (1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.
 - (i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.
 - (ii) **NOTE:** The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government." The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.
 - (2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.
 - (3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.
 - (4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance-Ammunition and Explosives."

252.223-7003 CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES

- (a) Definition - "*Arms, ammunition, and explosives (AA&E)*," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.
- (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:
- | <u>NOMENCLATURE</u> | <u>NATIONAL STOCK NUMBER</u> | <u>SENSITIVITY CATEGORY</u> |
|---------------------|------------------------------|-----------------------------|
| MK 1 MOD 3 IMP CTG | 1377-00-293-8183 | UNCATEGORIZED |
| BLACK POWDER #4 | 1376-00-658-3327 | UNCATEGORIZED |
| SMOKELESS POWDER #1 | 1376-00-979-6090 | UNCATEGORIZED |
| SMOKELESS POWDER #2 | 1376-00-979-6091 | UNCATEGORIZED |
| SMOKLESS POWDER #3 | 1376-00-979-6092 | UNCATEGORIZED |
- (c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.
- (d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.
- (e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.
- (f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--
- (1) For the development, production, manufacture, or purchase of AA&E; or
 - (2) When AA&E will be provided to the subcontractor as Government-furnished property.
- (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

- (a) Definitions. As used in this clause -
- (1) "*Contract financing payment*" and "*invoice payment*" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 - (2) "*Electronic form*" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
 - (3) "*Payment request*" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at: <https://wawf.eb.mil>.
 - (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at: <https://ecweb.dfas.mil>.
 - (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
 - (i) Information regarding EDI formats is available on the Internet at: <http://www.X12.org>.
 - (ii) EDI implementation guides are available on the Internet at: <http://www.dfas.mil/ecedi>.
 - (4) Another electronic form authorized by the Contracting Officer.
- (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.
- (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

- (a) Definitions: As used in this clause-
- (1) "*Components*" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) "*Department of Defense*" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

- (3) "*Foreign flag vessel*" means any vessel that is not a U.S.-flag vessel.
 - (4) "*Ocean transportation*" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) "*Subcontractor*" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
 - (6) "*Supplies*" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "*Supplies*" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) "*U.S.-flag vessel*" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-
- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(X) ALTERNATE III (MAY 2002) As prescribed in 247.573(b)(4), substitute the following paragraph (f) for paragraphs (f), (g), and (h) of the basic clause:

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or requires of Government personnel unless it is issued in writing and signed by the Contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made in contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME \Code 0242 PERSONNEL\
 ADDRESS \ PO BOX 2020 MECHANICSBURG, PA 17055
 TELEPHONE \ 717-605-4042 \

NAVICPIA04 ACCIDENT REPORTING (NAVICP-M) (NOV 1992)

1. IAW DFARS Clause 252.223-7002, the contractor shall immediately following an accident or incident notify the Commanding Officer, Naval Inventory Control Point, Code 0242, 5450 Carlisle Pike, PO Box 2020, Mechanicsburg, PA 17055-0788. Also, a written report shall be forwarded within 10 days of the accident containing at a minimum the following:

- a. Location, date and local time of the occurrence
- b. Category of accident (fire, explosion, natural disaster, etc.)
- c. Identification of equipment, material and type of activity involved.
- d. Contract number.
- e. Procuring activity (name of PCO and ACO).
- f. Narrative of occurrence including cause, if known.
- g. Personnel involved and degree of injury, if any. Specify whether contractor and/or government personnel.
- h. Assessment of damage. Estimate in dollars for contractor and/or government owned material, property, equipment.
- i. Was a news release made? If so, by whom? If not, will a news release be made?
- j. Was a request made for any assistance?
- k. Will there be any effect on production? If so, explain in detail.
- l. Corrective action taken, if any.
- m. Name and title of person submitting this report.

2. For the assigned DCMC, Contract Administration Office (CAO): The CAO shall immediately following an accident or incident notify the Procurement Contracting Officer (PCO) and then forward weekly written reports until the accident or incident no longer effects production and/or when contract deliveries are on schedule.

I- HAZARDOUS MATERIAL (JAN 1999) NAVSUP

(a) Hazardous material as used in this clause means any material defined as hazardous within the applicable modal regulations governing packaging, handling, storage and transportation (including revisions adopted during the term of this contract). Such definitions include the following:

Class/Division	Definition
1	Explosives
2.1	Flammable Gas
2.2	Non-Flammable, Non-poisonous compressed Gas
2.3	Gas Poisonous by Inhalation
3	Flammable Liquid (flash point not more than 141 degrees F)
4.1	Flammable Solid
4.2	Spontaneously Combustible Material
4.3	Dangerous When Wet Material
5.1	Oxidizer
5.2	Organic Peroxides
6.1	Poisonous Material
6.2	Infectious Substance
7	Radioactive Material
8	Corrosive material
9	Miscellaneous Hazardous material
None	Otherwise Regulated Material (ORM-D)

(b) Preservation, packaging and packing of hazardous materials shipped hereunder shall be in accordance with the requirements of Department of Transportation code of Federal Regulation, Title 49, Part 100-199, as applicable. In the event of any discrepancy between the contract and Title 49, Title 49 shall govern, unless another modal regulation is applicable (See paragraphs (e), (f), and (g) below).

(c) Marking and labeling shall be in accordance with MIL-STD-129 and Title 49, as applicable. In the event of any contradiction between the two documents, Title 49 shall govern.

(d) Transportation shall be in accordance with Title 49; however, hazardous material shipped via the U.S. Postal Service shall be shipped in accordance with U.S. Postal Service Publication.

(e) Hazardous materials intended for shipment via water transportation shall be packaged, packed, marked and labeled in accordance with the International maritime Organization International maritime Dangerous Goods (IMDG) Code.

(f) Hazardous materials intended for shipment via commercial air shall be packaged, packed, marked, labeled, and certified in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air or the International Air Transport Association (IATA) Dangerous Goods Regulations.

(g) Hazardous materials intended for shipment via military aircraft shall be packaged, packed marked, labeled, and certified in accordance with joint manual AFJMAN 24-204/NAVSUPPUB 505/TM 38-250/MCO P4030.19G/DLA14145.3 (Preparing Hazardous Materials For Military Air Shipments).

(h) If the hazardous material required to be shipped under this contract is a non-regulated limited quantity as defined by applicable modal regulations, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073.

(i) In addition to the above, packaging (container and containment components) designs shall pass all applicable packaging performance test in accordance with Title 49, the ICAO/IATA and IMDG, as applicable. Compressed gases are excluded from these tests. Each packaging of acceptable design shall bear certification markings outlined in Title 49. All certificates and test reports indicating test compliance shall be available for inspection by authorized government representatives.

(j) A test report and special packaging instruction shall be submitted in accordance with DD Form 1423, Contract Data Requirements List, referencing Data Item Descriptions (DIDs) DI-PACK-81050 (Performance Oriented Packaging Test Report) and DI-PACK-80121 (Special Packaging Instruction). When these DIDs are referenced, only packaging materials controlled by Military or Federal Specifications may be used, unless superseded by commercial standards which have been adopted for Government use.

(k) A Material Safety Data Sheet, prepared in accordance with FED-STD-313, and a copy of the Hazard Warning Labels shall be forwarded to the applicable contracting activity.

GOVERNMENT FURNISHED PROPERTY

1. The Government will furnish the following property to the Contractor for use in performance of this contract:

<u>PROPERTY</u>	<u>QUANTITY</u>	<u>EXPLOSIVE CLASS</u>	<u>SHIPPING WEIGHT</u> (FOR EVALUATION PURPOSES)
Black Powder #4 Mfg: Goex	1376-00-658-3327 7 lbs	1.1	7 lbs
Smokeless Powder #1 Mfg: Alliant Techsystems	1376-00-979-6090 6 lbs	1.3	6 lbs
Smokeless Powder #2 Mfg: Alliant Techsystems	1376-00-979-6091 8 lbs	1.3	8 lbs
Smokeless Powder #3 Mfg: Alliant Techsystems	1376-00-979-6092 68 lbs	1.3	68 lbs

Delivery of such property will be made by NSWC, Indian Head Division.

2. The property will be delivered, at the Government's expense, at or near:

(The Contractor is to insert the address, city, and state to which the GFM is to be delivered in the space above.)

3. The Contractor shall notify the Contracting Officer, in writing, with a concurrent copy to the cognizant DCMC office and Indian Head Division, Naval Surface Warfare Center, 101 Strauss Avenue, ATTN: Code 5310L (J. Coulby), Indian Head, MD 20640-5035, at least ninety (90) days prior to the need for the Government Furnished Material (GFM).

The GFM request shall clearly indicate the following information:

- (a) Contract Number
- (b) End Item Nomenclature and DODIC
- (c) Quantity of GFM required
- (d) Complete address to which GFM is to be delivered
- (e) Date GFM is required

4. Only the property listed above, in the quantity shown, will be furnished by the Government. The total quantity of GFM provided will include First Article/Preproduction Testing, if required, lot acceptance, and normal attrition.

5. The Government reserves the right to initially forward only the appropriate amount of GFM applicable to the First Article quantity (as described in Section B Supplies/Services) within 90 days of the Contractor's request. The GFM applicable to the Production units and the Lot Acceptance Test Samples (as described in Section B Supplies/Services) will be forwarded within 60 days after the approval of the First Article Test requirement and subsequent release to production by the Contracting Officer, per program plan of section H of this contract.

6. The contractor shall notify the Contracting Officer, in writing, within thirty (30) days after GFM is determined to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract.

7. If the Contractor determines that additional GFM is needed during contract performance, the Contractor shall submit a written request to the addresses cited in paragraph 3 above. In order for the request to be considered, the Contractor must provide justification for the need for additional GFM. If additional GFM is requested by the Contractor and issued by IHDIV, NSWC during contract performance, the contract price will be reduced to compensate for the additional GFM.

8. All other property required for performance of this contract shall be furnished by the Contractor.

9. **PERCUSSION PRIMERS/IGNITION DEVICES** - The above cited percussion primers/ignition devices provided as GFM are from lot(s) found to be acceptable for intended application. It is the Contractor's responsibility to perform any processing, screening and/or testing (i.e., drying prior to use, radiographic screening for random defect, etc.) cited or referenced in the applicable drawings/specifications to assure product conformance. The percussion primers/ignition devices shall not be used after the date specified on Condition Code Tag and shipping document 1348-1 (Block FF) without prior authorization from the Contracting Officer. Failure to comply with these conditions could cause rejection of the end-item.

10. **PROPELLANTS/EXPLOSIVES** - The above cited propellants/explosives provided as GFM are from lot(s) found to be acceptable for the intended application. It is the Contractor's responsibility to perform any processing, screening and/or testing (i.e., drying prior to use, moisture analysis, trimming of individual grains, screening for random defects, etc.) cited or referenced in the applicable drawings/specifications to assure product conformance. Failure to comply with these conditions could cause rejection of the end-item.

11. **CARTRIDGES** - The above cited cartridges provided as GFM are from lot(s) found to be acceptable for the intended application. It is the Contractor's responsibility to perform any processing, screening and/or testing (i.e., drying prior to use, moisture analysis, trimming of individual grains, screening for random defects, etc.) cited or referenced in the applicable drawings / specifications to assure product conformance. These cartridges must be loaded into the end item within twelve months from the date of manufacture of the cartridge. The Contractor shall notify the Contracting Officer, in writing, in the event this requirement cannot be met.

12. **DISPOSITIONING** - The Contractor shall request disposition instructions from the Contracting Officer for any residual GFM. Any residual GFM must be in a container clearly marked with the NSN and lot number. It must also be free from any hazardous waste. Contents and marking shall be verified by the Government QAR.

Residual GFM shall be dispositioned within thirty (30) days after acceptance of the final production lot. Additionally, the Contractor shall notify the receiving activity, in writing, at least thirty (30) days prior to shipment. A detailed list of material being returned shall be provided. Failure to comply may result in rejection of the material at the destination. Any costs associated with return of unauthorized shipments shall be borne by the Contractor.

If the Contractor has the capability to dispose of the residual GFM at their facility, and has received permission to do so through approved disposition instructions, the Contractor shall provide a written notice to the issuing activity within thirty (30) days after the disposal. This notice shall identify the material which was disposed of by the contract number, NSN, lot number, quantity, and the date the material was disposed. Verification by the Government QAR is required and shall be cited on this notification.

SECTION J

J - LIST OF ATTACHMENTS (NAVICP-M) (AMMO) (FEB 1994)

The documents listed below marked with an "X" are physically included in this contract.

- () Award/Contract (Standard Form 26)
- () Specifications
- (X) Continuation Sheet (Supply Contract) (Pages 2 thru 32)
- (X) DD Form 1423 / DD Form 1423 (back)

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A		C. CATEGORY: TDP _____ TM - _____ OTHER X	
D. SYSTEM / ITEM MK 1 MOD 3 Impulse Cartridge		E. CONTRACT / PR NO. N0010405NB026		F. CONTRACTOR	
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM RADIOGRAPHIC TEST TECHNIQUE		3. SUBTITLE X-RAY TECH, FILM & INSPECTION REPORT	
4. AUTHORITY (Data Acquisition Document No.) SEE BLOCK 16		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE IHDIV, NSWC, CODE 5310L	
7. DD 250 REQ SD		9. DIST STATEMENT REQUIRED		10. FREQUENCY SEE BLOCK 16	
8. APP CODE N/A		11. AS OF DATE		12. DATE OF FIRST SUBMISSION SEE BLOCK 16	
13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		14. DISTRIBUTION		15. TOTAL	
16. REMARKS		a. ADDRESSEE		b. COPIES	
BLOCK 4 AUTHORITY - SECTION E - INSPECTION AND ACCEPTANCE PARAGRAPH 6.a.		Draft		Final	
BLOCK 5 CONTRACT REFERENCE - SECTION E - INSPECTION AND ACCEPTANCE PARAGRAPH 6.a. ASTM E1742 SECTION 6.		Reg		Repro	
BLOCK 10 FREQUENCY - ONE /R WITH SAMPLE PLATE FILM.					
BLOCK 12 DATE OF FIRST SUBMISSION - WITH SAMPLE PLATE FILM.					
BLOCK 13 DATE OF SUBSEQUENT SUBMISSION - SECTION E - INSPECTION AND ACCEPTANCE PARAGRAPH 11.					
BLOCK 14 DISTRIBUTION -					
(N00174)					
COMMANDER					
CODE 5310L					
IHDIV, NSWC					
BLDG 1557					
101 STRAUSS AVENUE					
INDIAN HEAD, MD 20640-5035					
COGNIZANT DCMA (indicated in Block 6 of SF26) LT with Report Only					
G. PREPARED BY Janet Coulby		H. DATE 6/18/04		I. APPROVED BY MICHAEL R. HOGG	
				J. DATE 7/9/04	

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

DD Form 1423-1, JUN 90 *Previous editions are obsolete.* Page 2 of 3 Pages

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A	C. CATEGORY: TDP _____ TM - _____ OTHER X	
D. SYSTEM / ITEM MK 1 MOD 3 Impulse Cartridge		E. CONTRACT / PR NO. N0010405NB026		F. CONTRACTOR
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM AMMUNITION DATA CARD		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) SEE BLOCK 16		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE IHDIV, NSW, CODE 5310L
7. DD 250 REQ SD	9. DIST STATEMENT REQUIRED	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION a. ADDRESSEE SEE BLOCK 16 b. COPIES Draft Final Reg Repro
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	
16. REMARKS BLOCK 4. - DI-MISC-80043A PARAGRAPH 3 BLOCK NUMBER 16(e) SHALL READ BLOCK 7 IN LIEU OF 6. BLOCK 5. - SECTION E - AMMUNITION DATA CARDS (ADC) AND MATERIAL INSPECTION AND RECEIVING REPORT PARAGRAPH 1. BLOCKS 10, 12, AND 13 - DISTRIBUTION SHALL BE MADE FOR EACH PRODUCTION LOT IAW MIL-STD-1168. BLOCK 14. SUBASSEMBLY EXPLOSIVE ITEMS REQUIRING ADC DD FORM 1650 SHALL BE PROVIDED WITH FIRST LAT/LOT END ITEM ADC TO IHDIV, NSW ONLY. ADDITIONAL END ITEM LOTS USING SAME SUBASSEMBLY LOT WILL NOT BE REQUIRED TO SUBMIT ADDITIONAL SUBASSEMBLY ADC. LAT END ITEM UNITS DD FORM 1650 SHALL BE PROVIDED WITH EACH LOT ACCEPTANCE UNITS TO IHDIV, NSW ONLY. PRODUCTION END ITEM UNITS - DD FORM 1650 SHALL BE PROVIDED PER SECTION H - SPECIAL DISTRIBUTION. COGNIZANT DCMA (indicated in Block 6 of SF26)				15. TOTAL →
				G. PREPARED BY Janet Coulby

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management", etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that--
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competition relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above *(insert the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization)*;
 - (ii) Is an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

- (a) Offerors are invited to state an opinion on whether the quantity (ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.
- (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

<u>OFFEROR RECOMMENDATIONS</u>			
<u>ITEM QUOTATION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>

- (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:
- Place of performance (*street address, city, state, county, zip code*)

Name and address of owner and operator of the plant or facility if other than offeror or respondent.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **325920**.
- (2) The small business size standard is **750**
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it is, is not a small business concern.
- (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that -
- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:]*
- Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern -
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice:

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
- (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(X) ALTERNATE I (APR 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

- (7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

- (a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as:

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

- (a) Definitions. "*Domestic end product*," "*foreign end product*," "*qualifying country*," and "*qualifying country end product*" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government-
 - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
 - (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
------------------	-------------------
 - (3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
------------------	------------------------------

NAVICPKA01 F.O.B. ORIGIN SHIPPING POINTS (NAVICP-M) (JAN 1993)

If this solicitation provides for delivery "FOB Origin", the offeror shall provide the following information.

Truck Shipments: Shipping point for supplies including *Street Address, City, State and Zip Code*

Rail Shipments: Exact location of private siding or Name of Rail Terminal and Name of serving railroad

NAVICPKA02 PREAWARD SURVEY-AMMUNITION AND EXPLOSIVES (NAVICP-M) (DEC 1992)

In accordance with DFARS 252.223-7002, "The contracting officer shall obtain a pre-award ammunition and explosives safety survey before awarding any contract (including purchase orders) involving ammunition and explosives. When the prospective contractor proposes subcontracting any ammunition and explosives work, the pre-award safety survey will also include the subcontractor(s) facility."

(a) The bidder/offeror or quoter, in the performance of any contract resulting from this solicitation intends, does not intend (*check applicable block*) to subcontract any ammunition or explosive work to a plant or facility located at a different address from the address of the offeror or quoter as indicated in this solicitation.

(b) If the bidder/offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the space provided below the required information:

Place of Subcontractor (*Name, Street Address, City, State, Zip Code*)

Name and phone number of owner/operator of the Facility if other than Offeror/Quoter:

SECTION L**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far>

<http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm>

<http://farsite.hill.af.mil/VFDFARa.htm>

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE CODE) REPORTING (AUG 1999)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DoD INDICES OF SPECIFICATIONS AND STANDARDS (DoDISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DoD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the --

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4 SECTION D
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. “*Facsimile proposal*,” as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: **Mechanicsburg 717-605-2807**
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Counsel for the Naval Inventory Control Point-Mechanicsburg, Code 0082, 5450 Carlisle Pike, P O Box 2020, Mechanicsburg, PA 17055-0788; *or* BID ROOM Naval Inventory Control Point – Philadelphia, Building 1, 700 Robbins Avenue, Philadelphia, PA 19111-0598.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5252.213-9401 NOTICE TO PROSPECTIVE SUPPLIES (APR 2003)

- (a) This procurement is subject to the Navy’s Red/Yellow/Green (RYG) Program. RYG is authorized by the Deputy Assistant Secretary of the Navy (Acquisition) for use in the acquisition of supplies and services used to build, maintain, and operate the Fleet.
- (b) The Government reserves the right to award to the supplier whose quote represents the best value to the Government. As such, the basis for award will include an evaluation of each supplier’s past performance history for the Federal Supply Class(es) or Service Code(s) (FSCs) of the supplies and services being purchased. The price to be considered in determining best value will be the evaluated price after application of Technical Evaluation Adjustments (TEAs).
- (c) The procedures described in the clause entitled, “Additional Evaluation Factor for Consideration of Past Performance – Navy Red/Yellow/Green Program (APR 1999),” will be used to assist in determining the best value for the Government.

5252.223-9000 DoN ADDITIONAL SAFETY REQUIREMENTS APPLICABLE TO SPECIFIED GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES (OCT 1997)

The following additional safety requirements apply to Government Furnished Material (GFM) Ammunition and Explosives (A&E) containing nitrocellulose-based propellants and/or nitrate ester-based materials (such as nitroglycerin,) or such other similar A&E provided as GFM and designated by the Contracting Officer which have a tendency to become chemically unstable over time:

- (a) The Contractor shall maintain inventory control records of potentially unstable GFM A&E by National Stock Number (NSN) or part number, lot number, nomenclature, storage location, quantity and date of receipt.
- (b) The Contractor shall comply with any Government notice concerning any restrictions, suspensions and limitations imposed by the cognizant Government component on GFM A&E to ensure that the materials are safe for continued storage.
- (c) Upon receipt of a notice from the Government of reclassification actions taken by the Government that render GFM A&E unserviceable, suspended or restricted, the Contractor shall immediately follow the instructions contained within the notice.
- (d) When directed by the Government, the Contractor shall ship samples of GFM A&E in its possession to Government testing facilities. GFM A&E samples will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked on the Bill of Lading. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.
- (e) Within 30 days of completion or termination of the contract, the Contractor shall request disposition instructions from the Contracting Officer for any residual, unserviceable, suspended or restricted GFM A&E. The Contracting Officer shall provide disposition instructions to the Contractor not later than 90 days after they are requested.
- (f) If disposition instructions direct shipment to a Government disposal or storage activity, the Contractor shall obtain verification of the contents and marking by the contract administration office Quality Assurance Representative prior to shipment. Additionally, the Contractor shall notify the receiving activity 30 days prior to shipment and provide a detailed list of GFM A&E being returned. Returned materials will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.

(g) If the Contractor has the capability to dispose of these materials at its facility and has been instructed to do so through disposition instructions, the Contractor shall provide written notice to the Contracting Officer identifying the materials it is disposing of by the Contract Number, NSN or part number, lot number, nomenclature and quantity, and the date the disposition of the materials was accomplished.

(h) If direction issued under this clause causes an increase in the cost of performance under this contract, the Contracting Officer shall make an equitable adjustment in the contract price.

NAVICPLA12 ACCEPTANCE PERIOD (APR 2000)

(A) If this solicitation is an IFB, any offeror allowing less than the number of calendar days specified in the offer portion of the Standard Form 33 for acceptance by the Government will be rejected as non-responsive.

(B) If this solicitation is an RFP, then unless otherwise specified by the offeror, the Government shall have **60** calendar days from the closing date for receipt of the proposals during which it may accept a proposal submitted hereunder. This same time period for acceptance shall apply to any Proposal Revisions submitted hereunder and shall run from the date fixed for receipt of Proposal Revisions.

NAVICPLA18 REVIEW OF AGENCY PROTESTS (APR 2000)

In accordance with FAR 33.102(d)(4), interested parties may request an independent, level above the contracting officer, review of any protest filed with the agency. The request for an independent review may be made in lieu of protest to the contracting officer, or as an appeal to a contracting officer protest decision. If requested as a result of an appeal, the timeliness rules for GAO protest are not extended.

The individual that will conduct the independent review is the Chief of the Contracting Office. Interested parties requesting to have an independent review of protest or to appeal a contracting officer protest decision shall address protests to:

Independent Protest Review Official
NAVICP Code 02
Building 410 South End Bay B29
5450 Carlisle Pike PO Box 2020
Mechanicsburg PA 17055-0788

SECTION M

52.247-50 NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)

5252.213-9402 ADDITIONAL EVALUATION FACTOR FOR CONSIDERATION OF PAST PERFORMANCE – NAVY RED/YELLOW/GREEN PROGRAM (APR 1999)

(a) This procurement is subject to the Navy's Red/Yellow/Green (RYG) Program, authorized by the Assistant Secretary of the Navy (Research, Development and Acquisition) for use by participating activities during the acquisition of supplies and services used to build, maintain, and operate the Fleet.

(b) The purpose of RYG is to assist contracting personnel during source selection to determine the best value for the Government. The program uses accumulated supplier past performance data to classify each supplier's performance by Federal Supply Class(es) or Service Code(s) (FSCs) as either red (high risk), yellow (moderate risk), green (low risk) or neutral (no risk established).

(c) To assist in source selection a monetary assessment in the form of a Technical Evaluation Adjustment (TEA) is added to each supplier's quote having a red or yellow classification for the FSC involved. The dollar amount of the red or yellow TEA assessment is based on the cost to the Government of effecting additional actions required to assure performance by a supplier with an unsatisfactory performance history for the FSCs involved. No TEA is assessed for a supplier having either a green or a neutral FSC RYG classification. For purposes of the RYG program, a neutral classification is assigned to suppliers who are first time quoters to the Government for the FSC(s) involved, suppliers otherwise having no past performance data in the RYG database for the FSC(s) involved, and suppliers whose past performance data in the RYG database for the FSC(s) involved are over three years old. After consideration of any other pertinent, price-related factors (e.g., transportation charges, first article testing, discount terms), the adjusted price becomes the basis for determining award. A supplier's FSC RYG classification may change over time as new or revised performance data becomes available.

(d) RYG classifications are summarized as follows:

- (1) **GREEN is low risk.** No performance assurance actions are considered necessary. No TEA will be assessed.
- (2) **YELLOW is moderate risk.** Additional performance assuring actions are considered necessary. A TEA will be applied to the prospective supplier's price to reflect the Government's estimated additional costs.
- (3) **RED is high risk.** Significant additional performance assurance requirements are considered necessary. A TEA will be applied to the prospective supplier's price to reflect the Government's estimated additional costs.
- (4) **NEUTRAL is no risk established.** No TEA is assessed; nevertheless, additional performance assurance requirements may be considered necessary to assure quality and on-time delivery.

(e) RYG classifications for all applicable FSC(s) are established monthly for each supplier and provided to them. Suppliers may address questions about the program or their FSC RYG classifications to the Naval Sea Logistics Center (NLSC) Portsmouth Detachment, Federal Building, Room 400, 80 Daniel Street, Portsmouth, NH 03801-3884, telephone (603) 431-9460, extension 464,

FAX (603) 431-9464. Suppliers may also access their individual FSC RYG classifications through the automated vendor access program. To obtain automated access, written request must be submitted on company letterhead to NLSC at the above address. The request must include the requester's name, title, company name, address, telephone number and Contractor and Government Entity (CAGE) code. The CAGE code is mandatory. In response, NSLC will provide each supplier, without charge, with an individual password, all required software, and information on accessing its individual data.

5252.215-9401 EVALUATION OF FIRST ARTICLE TESTING (JAN 1992)

(a) Offerors are advised that the contract awarded as a result of this solicitation will require first article testing. This requirement may be waived by the Contracting Officer when supplies identical or similar to those called for have previously been delivered by the offeror and accepted by the Government. Therefore, offerors can submit alternative offers, one including testing and approval and the other excluding testing and approval. If the Government waives the requirements for first article unit(s), test plans, testing and test report(s) for eligible offerors, the prices set forth below in paragraph (g) will be used in evaluating offers. In addition, all provisions relating to first article testing will be deleted from the resulting contract.

(b) Offerors shall identify these identical or similar supplies by the contract number, agency, contract award date, and contract delivery date.

Contract Number

National Stock Number

Contract award date

Contract delivery date

(c) **(X)** The Government is responsible for first article testing under this contract. The cost to the Government of this testing will be a factor in the evaluation of offers, as it will be added to the offers requiring first article testing. The estimated cost of this testing is: **\$13,525.00.**

() The contractor is responsible for first article testing under this contract,

(d) The approved first article will serve as a manufacturing standard,

(e) Earlier delivery, if required in case of waiver of first article, shall not be a factor in the evaluation for award.

(f) The prices for first articles and first article tests in relation to production quantities shall not be materially unbalanced, if first article test items or tests are to be separately priced.

(g) Unit price offered if First Article is waived: \$.

NAVICPMA06 EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE)

Award will be made to the responsible offeror submitting technically acceptable offer with the lowest evaluated price. A technically acceptable offer is one in which the offeror complies with the instructions contained in Section L of the solicitation and does not take exception, nor object to any of the terms of this solicitation. Offers that are not technically acceptable will not be considered for award.

SINGLE AWARD FOR ALL ITEMS (JAN 1992) (NAVSUP)

(X) Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.